

## **Volkswagen Environmental Mitigation Trust**

### **APPENDIX D-4** **Beneficiary Eligible Mitigation Action Certification**

**State of Alaska Project 002 – FY19 Public Transit Bus Replacement**

**REVISED (12/2024)**

**Prepared by**



ALASKA ENERGY AUTHORITY

**BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION**Beneficiary Alaska

Lead Agency Authorized to Act on Behalf of the Beneficiary Alaska Energy Authority  
*(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)*

<b>Action Title:</b>	<b>FY19 Public Transit Bus Replacement REVISED</b>
<b>Beneficiary's Project ID:</b>	<b>34033</b>
<b>Funding Request No:</b>	<b>002</b>
<b>Request Type: (select one or more)</b>	<input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Other (specify): <b>REVISION</b>
<b>Payment to be made to: (select one or more)</b>	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): <b>N/A – Returning Funds</b>
<b>Funding Request &amp; Direction (Attachment A)</b>	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

**SUMMARY**

<b>Eligible Mitigation Action</b> <input type="checkbox"/> Appendix D-2 item (specify): <u>EMA 2 Class 4-8 Transit Bus</u> <b>Action Type</b> <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b>  <p>AEA will use VW Trust funds for the replacement of a MY 2006 New Flyer diesel transit bus owned and operated by the City and Borough of Juneau (CBJ) with an all-electric Proterra Catalyst 35-foot bus and associated charging infrastructure. The CBJ buses are assigned to all routes to ensure even distribution of miles among the fleet so replacing this aging diesel bus with an all-electric vehicle will be a benefit to all 32,000 residents throughout Juneau.</p> <p>Juneau has been a national leader in the adoption of electric vehicles, ranking in the top communities in the nation in terms of per capita electric vehicle ownership. Capital Transit is striving to convert their fleet of diesel buses to clean hydroelectric charged battery electric buses. Capital Transit provides transportation alternatives which helps reduce harmful emissions and supports the economic vitality at the regional level. More than 1 million cruise ship passengers visit Juneau each year and there is a sizable older diesel bus fleet that operates in Juneau during the cruise ship season. These diesel buses operate throughout the city, transporting tourists to various excursions. By demonstrating that electric buses are economical and practical in the Juneau climate, CBJ hopes to see new private investment in renewable energy transportation. This will improve quality of life for all Juneau residents as air quality improves.</p>
<b>Estimate of Anticipated NOx Reductions (5.2.3):</b>  <p>The estimated lifetime reduction in NOx emissions is 2.214 short tons over the estimated 5 years of remaining life of the existing bus.</p>
<b>Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):</b>  <p>Alaska Energy Authority</p>

**Describe how the Beneficiary will make documentation publicly available (5.2.7.2).**

AEA will follow the guidance set forth in Appendix D-3. AEA will make records related to the VW Trust publicly available on AEA's website (<http://www.akenergyauthority.org/programs/vwsettlement>). Any VW Trust records not posted on AEA's website will be made available to the public under the Alaska Public Records Act (AS 40.25) and the Act's implementing regulations (2 AAC 96), unless one of the following applies: (1) the records are not "public records," as defined in AS 40.25.220(3); (2) the records are protected under state or federal law or otherwise exempt from disclosure under AS 40.25.120(a); (3) the records are excluded from the Act under another state statute; or (4) the records are readily available for public inspection—e.g., available on the Internet or "during state business hours in an agency's office or in a public library," 2 AAC 96.100(b). (The Alaska Public Records Act does not require AEA "to compile or summarize" records or "to manipulate its data to create new records." 2 AAC 96.210.)

**Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).**

Although not required by the VW State Trust Agreement, Alaska required government applicants to provide 80% match to the VW State Trust funds for the non-administrative cost of the replacement of public transit buses. The cost of a new all-electric bus, associated charging infrastructure, installation of EV infrastructure and destruction of the 2006 diesel bus will be funded by 5339 grants from the FTA (64%), CBJ Capital Transit (10%), and VW State Trust (26%). A detailed budget is included in Attachment D.

**Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).**

Pursuant to subparagraph 4.2.8, within 30 days of the filed Notice of Beneficiary Designation listing Alaska as a Beneficiary of the State Trust, the Alaska Energy Authority provided a copy of the State Trust agreement to all federal agencies that have custody, control, or management of land within or adjacent to Alaska (National Park Service, US Forest Service, US Fish and Wildlife Service, Bureau of Land Management) via certified mail.

**If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).**

The CBJ buses are assigned to all routes to ensure even distribution of miles among the fleet so replacing this aging diesel bus with an all-electric vehicle will be a benefit to all 32,000 residents throughout Juneau.

**ATTACHMENTS**  
**(CHECK BOX IF ATTACHED)**


X	<b>Attachment A</b>	Funding Request and Direction
X	<b>Attachment B</b>	Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
X	<b>Attachment C</b>	Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
X	<b>Attachment D</b>	Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
N/A	<b>Attachment E</b>	DERA Option (5.2.12). [Attach only if using DERA option.]
N/A	<b>Attachment F</b>	Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

## **CERTIFICATIONS**

**By submitting this application, the Lead Agency makes the following certifications:**

1. This application is submitted on behalf of Beneficiary **Alaska**, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

**DATED:** 12/11/2024 | 1:54:25 PM AKST

DocuSigned by:  
  
408EB19ABBE04CE

**Audrey Alstrom**  
**REEE Program Director**

**Alaska Energy Authority**  
[LEAD AGENCY]

**for**

**Alaska**  
[BENEFICIARY]

Initial  


**ATTACHMENT B**  
**Project Management Plan**  
**Schedule and Milestones**

<b>School Bus Replacement Milestone</b>	<b>Date</b>
Lead Agency (AEA) provides Notice of Availability of Mitigation Action Funds for Transit Bus Repower/Replacement Program	April 24, 2019
AEA hosts two webinars to explain application process and use of the EPA Diesel Emission Calculator tool	May 2, 2019 May 16, 2019
Project Sponsors (School Districts) submit proposals to AEA	April 24 – June 14, 2019
AEA provides written approval of Project Sponsors' proposals	July 2019
AEA submits Project Certification (D-4) to Trustee for advance funded projects	July 2019
Trustee acknowledges receipt of D-4 and funding direction	July 2019
Trustee allocates share of funds to AEA for approved projects	August 2019
Grant/Contract agreements between AEA and CBJ signed for approved project	August 2019
CBJ procures new buses; new buses delivered and on-boarded; old buses scrapped in approved manner	September 2019
Delivery of new bus to CBJ	May 2020
Scrap old diesel bus	June 2020
CBJ certifies project completion through submittal of evidence of old bus scrapping, invoices and other documents required for reimbursement	June 2020
AEA reviews submissions, requests corrections if necessary, and provides reimbursement	Within 30 days of submittal and no later than September 2020
AEA reports to Trustee semi-annually on status of mitigation actions completed and expenditures and reports project completion.	January 2020, July 2020, January 2021

**Budget**

<b>Alaska Project 002 Period of Performance: 9/1/2019 - 12/31/2020</b>			
<b>Budget Category</b>	<b>Total Approved Budget</b>	<b>Share of Total Budget funded by VW Trust</b>	<b>Cost Share</b>
Equipment Expenditure	\$1,132,925	\$233,660	\$899,265
Contract Support	\$35,597	\$0	\$35,597
Subrecipient Support	\$1,500	\$300	\$1,200
Administrative (7.5%)	\$87,751	\$87,751	\$0
<b>Project Totals</b>	<b>\$1,257,774</b>	<b>\$321,711</b>	<b>\$936,063</b>
<b>Percentage</b>		<b>26%</b>	<b>74%</b>

### **Projected Trust Allocations**

	2019	2020	2021	2022	2023
1. Anticipated annual project funding request to be paid through the Trust	\$321,711				
2. Anticipated annual cost share	\$936,063				
3. Anticipated total project funding by year (line 1 plus line 2)	\$1,257,774				
4. Cumulative Trustee payments made to date against cumulative approved beneficiary allocation	\$497,449				
5. Current beneficiary project funding to be paid through the Trust (line 1)	\$321,711				
6. Total funding allocated to beneficiary, inclusive of current action by year (line 4 plus line 5)	\$819,160				
7. Beneficiary share of estimated funds remaining in Trust	\$7,627,551				
8. Net beneficiary funds remaining in Trust, net cumulative beneficiary funding actions (line 7 minus line 6)	\$6,808,391				

## **ATTACHMENT C**

### **Detailed Plan for Reporting on EMA Implementation**

The Alaska Energy Authority (AEA) will provide detailed reporting on the Public Transit Bus replacement project (Project 002) on its public VW website and will fulfill its reporting obligations to Wilmington Trust.

AEA's VW website (<http://www.akenergyauthority.org/programs/vwsettlement>) was created specifically to provide information related to the Trust, settlement documents, and Alaska's plans for disbursement, funding opportunities and implementation information. In order to provide transparency and accountability, AEA will post timely updates on information, including but not limited to:

- General information on the Partial Consent Decrees and State Trust Agreement
- Alaska Beneficiary Mitigation Plan
- Request for Applications (RFAs) as funding opportunities arise
- All public records supporting funding requests AEA submits to the Trustee and all public records supporting all expenditures of the trust Fund, subject to confidentiality laws and until the Termination Dates of the State Environmental Mitigation Trust Agreement.
- Contact information

AEA will periodically evaluate the implementation of the Beneficiary Mitigation Plan and EMAs to determine if revisions to the plan are necessary to achieve the goals outlined in the plan. Any changes to the plan will be posted on AEA's VW website for at least 30 days prior to implementation.

In addition, the State will also comply with the reporting requirements listed in the Environmental Mitigation Trust Agreement for State Beneficiaries in subparagraph 5.3:

*For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. ... These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt.*



## **ATTACHMENT D**

### **Detailed cost estimate**

<b>Budget Category</b>	<b>Total Approved Budget</b>	<b>VW State Trust</b>	<b>CBJ Cost Share<sup>1</sup></b>
<b>Equipment</b>			
All-electric Proterra Catalyst 35-foot bus	\$739,000	\$147,800	\$591,200
Duopower drivetrain, extreme cold weather package, configurations	\$210,000	\$42,000	\$168,000
Extended 12 year warranty	\$75,000	\$15,000	\$60,000
Shipping	\$5,200	\$1,040	\$4,160
EV charging infrastructure <sup>2</sup>	\$103,725	\$27,820	\$75,905
<b>Contractual</b>			
EV charging infrastructure installation	\$35,597		\$35,597
<b>Subrecipient</b>			
Labor for bus scrappage <sup>3</sup>	\$500		\$500
Bus scrappage fee	\$1,000	\$300	\$700
<b>Administrative</b>			
Administrative (7.5% project cost)	\$87,751	\$87,751	\$0
<b>Project Totals</b>	<b>\$1,257,774</b>	<b>\$321,711</b>	<b>\$936,063</b>
<b>Percentage</b>		<b>26%</b>	<b>74%</b>

<sup>1</sup> CBJ cost share composed of FTA 49 U.S.C. 5339 funds (\$397,339); FTA 49 U.S.C. 5339(c) funds; CBJ Capital Transit funds and \$500 in-kind

<sup>2</sup> EV charging infrastructure will be purchased through the contractor.

<sup>3</sup> CBJ is providing labor for bus scrappage as in-kind cost share.

**Detailed cost – (Based on actuals)**

Summary of Project 002 Costs							
	Total Funds Obligated	Total Funds Expended	VW Mitigation Funds		Match Funds		Notes
			Obligated	Expended	Obligated	Expended	
City and Borough of Juneau	\$1,058,656.90	\$1,058,656.90	\$179,578.27	\$179,578.27	\$879,078.63	\$879,078.63	
Unspent			\$54,381.73				Total to Return
							To VW
Unused Project Funds							\$54,381.73
Unused Administrative Cost							\$0.00
Interest Earnings							\$8,893.63
Administrative Costs	\$87,751.00	\$87,751.00	\$87,751.00	\$87,751.00	\$0.00	\$0.00	
TOTALS	\$1,146,407.90	\$1,146,407.90	\$321,711.00	\$267,329.27	\$879,078.63	\$879,078.63	\$63,275.36

Initial  
PE

## Certificate Of Completion

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 Time Zone: (UTC-09:00) Alaska

Status: Completed  
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 Anchorage, AK 99503-2407  
 AEEE@akenergyauthority.org  
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 PEllis@akenergyauthority.org  
 Controller  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	12/11/2024 2:39:19 PM
Certified Delivered	Security Checked	12/11/2024 2:53:18 PM
Signing Complete	Security Checked	12/11/2024 2:53:44 PM
Completed	Security Checked	12/11/2024 2:53:44 PM

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To contact us by email send messages to: [helpdesk@aidea.org](mailto:helpdesk@aidea.org)

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